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When it came to sarsaparillas they accepted but one:

# Ayer's

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DR. CHARGOT'S TONIC TABLETS, the great Parisian remedy, is a guaranteed cure for the Drunk Habit, and Nervousness and Melancholy caused by over-indulgence. Neutralizes the appetite for alcoholic and all intox cat ing beverages, and leaves man as he should be. It can be administered without the knowledge of the patient, when necessary, for pamphlet. POLK MILER DRUG COMPANY, Ninth and Main, Richmond, Va.

## Rubber Heels

enable the wearer who may be standing the greater part of each day, to go home at night without that tired and dragged-out feeling which is otherwise customary.

They are noiseless, and, therefore, recommend themselves for use in all places where the noise of walking is objectionable.

## Needed Everywhere.

LADIES PARTICULARLY FIND THEM A GREAT BOON.

NURSES SHOULD WEAR THEM IN ALL CASES.

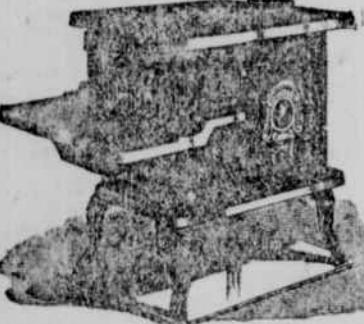
WAITERS IN HOTELS AND RESTAURANTS NEED THEM.

Doctors, lawyers, professional and business-men, school teachers, and others whose business confines them in places where the din and confusion from constant tramping is annoying, will recommend them.

Put on any shoe by

**W. E. DREW & CO.,**  
Main and Eighth Sts.

Phone 123 and we will send, get shoes, put on heels, and return.



## STOVES AT FACTORY PRICES

A Saving of 33 $\frac{1}{3}$  to 50 Per Cent.

No Jobbers' or Retailers' Profits to Pay  
We manufacture some of the best BRANDS MADE IN THE SOUTH amongst them the celebrated "FIZZ LEE" Cook, and many other well-known brands of both Cooking- and Heating-Stoves.

We use the very best material that can be bought, and the best workmanship, All work guaranteed.

Before buying write for cuts and prices, or call and see our stock. It will pay you.

Samples can be seen at THE E. B. TAYLOR COMPANY'S, Main street, HARRIS HARDWARE COMPANY'S, Broad street.

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**MILLER'S**  
Delicate,  
Fragrant,  
Lasting.

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VIOLET  
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possesses the above qualities. Money refunded if not satisfied.

50c PER OUNCE.

We only ask a trial

T. A. MILLER,  
519 E. Bread Street.

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**MILLER'S**

for Su,Tu,F

**MILLER'S FOR MEDICINES**

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## MANY CASES DECIDED

TWENTY OF THEM DISPOSED OF BY THE SUPREME COURT.

## THE DELINQUENT LAND LAW.

Mandamus Awarded Mr. Dooley Against Clerk Christian-Agricultural Department Must Depend on Fertilizer Fees-The Cannon Case.

Yesterday was the first decision day in the Supreme Court of Appeals since the Christmas holidays, and the fact that twenty opinions were handed down and a number of other motions passed upon shows that the judges have not been idle.

Four Richmond cases, and two of special interest from Norfolk, were among the most important of those decided. Perhaps the opinion of greatest interest to the land-owners of the State is that prepared by Judge Buchanan in the case of Dooley vs. Christian, Clerk, as this is the first local case in which the delinquent-land act passed by the last General Assembly has been construed by this court.

Dooley applied for a mandamus to compel the Clerk of the Hustings Court of Richmond to accept the sum tendered under the delinquent land act in redemption of a lot located in this city, due for non-payment of taxes. The land was returned delinquent for the year 1886 and sold in 1888, being purchased for the State by the City Treasurer, and the sale was confirmed and recorded. It was assessed for taxes in the name of the petitioner in both 1886 and 1887. In 1884 it was returned delinquent in the same name of one Vaughan, who had acquired through sundry conveyances such title as remained in the petitioner after the land had been sold to the Commonwealth in his name.

The Treasurer again bought the land for the State in 1886, and in 1888 one Glenn filed application to purchase the land from the Commonwealth under the delinquent land law passed by the last General Assembly, and proposed to pay the amount for which the land was sold in 1886, when it was standing in the name of Vaughan, together with such other sums as may have accrued for taxes, etc. He gave notice to Vaughan and the holder of a deed of trust on the land. Within four months Vaughan applied to the Clerk for a statement of the amount for which the sale in the petitioner's name was made, &c. The Clerk's statement showed that the back taxes, with interest and costs, independent of Glenn's application to purchase, were \$27, and that the petition and costs, by reason of Glenn's application to purchase, amounted to \$9. The petition was tendered the \$27, but the Clerk would not accept anything except the whole amount. Dooley then instituted proceedings to compel him to do so.

The Court, after a very exhaustive discussion of the questions involved, says: "We are of opinion, therefore, that the petitioner had the right to redeem the land, and that he had the right to redeem it upon the terms and conditions prescribed in section 66 of the Code as amended, and that the Clerk had no right to demand of him the payment of costs, fees, and penalty, which section 66 of the Code, as amended, provides shall be collected for the benefit of the party who has filed an application to purchase under that section. Such costs, fees, and penalty, can only be collected from the party redeeming where the application to purchase is filed in accordance with that section. The prayer of the petitioner must be granted."

**DECIDES AGAINST THE BOARD.**  
Mr. Auditor vs. Board of Agriculture. From the Circuit Court of Richmond. Opinion by Judge Keith P. Reversed.

A. S. Bufford and others, constituting the Board of Agriculture, prayed the lower court to grant a mandamus upon the Auditor, requiring him to pay certain warrants drawn by the Treasurer, and countersigned by the president of the board, amounting to \$35,000. The Legislature in its general appropriation bill provided that the Department of Agriculture should be maintained solely by funds derived from tax on fertilizers. The Legislature, it was alleged by the applicants, in 1888 appropriated \$10,000 for the support of the Department, and that the sum appropriated was never repealed, unless by the act of 1889 referred to. They said that October 1, 1897, the books of the Auditor credited the board with \$9,000. Auditor credited the board with \$9,000, and that he honored warrants in the amount of \$7,185.11 of which \$3,000 was paid prior to March 1, 1897, when the appropriation bill was passed by the last Legislature. The applicants claim this sum must have been charged against the \$10,000 appropriated by the act of 1888, unless by the act of 1889 referred to. They said that October 1, 1897, the books of the Auditor contained no money dedicated to other purposes to wipe out this overdraft. The Auditor refused to honor drafts for \$97.65 and used money from fertilizer tax fund to wipe out the overdraft. The court holds that every action of law which may have been taken to extend for the payment of the Treasury any sum for the salaries and expenditures of the Board of Agriculture are repealed, either in express terms or by implication. The judgment of the Circuit Court is reversed in the petition dismissed.

**ROTHER CASES DECIDED.**

By Judge James Keith, P. E. Spiller vs. Wells, Law and Chancery Court city of Norfolk. Reversed.

Grand Fountain United Order True Reformers vs. Wilson. Corporation Court city of Lynchburg. Affirmed.

Dooley vs. McCance. Hustings Court city of Petersburg. Affirmed.

Hough vs. Hutchinson. Reversed.

Hough & Hutchinson vs. Turner, for &c. Circuit Court of Augusta. Reversed.

Moore vs. Triplett. Circuit Court of Shenandoah county. Affirmed.

Mercantile Co-operative Bank vs. Brown and others. Circuit Court of Page county. Affirmed.

B. H. Cardwell:

Building, Light and Water Company vs. Gray et al. Corporation Court city of Juena Vista. Reversed.

Cameron et al. Commonwealth Corporation Court city of Norfolk. Reversed.

Hough vs. Commonwealth. Court of Appeals.

J. H. Clegg et al. Court of Appeals.

Waring vs. Waring. Decease of the Clerk of Essex county affirmed.

By Judge George M. Hartson:

Lettell vs. Julius Lansburg Company. Circuit Court of Alexandria. Reversed.

Commercial Bank vs. Cabell and alis. Corporation Court of Danville. Affirmed.

**MOTIONS PASSED UPON.**

Triplet et al. vs. Woodward's Administrator. Circuit Court of Loudoun county. Appeal and supersedesas. Bond.

City of Charlottesville vs. Southern Railway Company. Corporation Court of Charlottesville. Bond. Dennis Lumber Company vs. Dennis Lumber Company. Circuit Court of Nancey county. Writ of error awarded.

Sanders vs. Coleman. Circuit Court of Lancaster county. Writ of error and supersedesas. Bond. \$300.

Shoemaker et al. Commonwealth Corporation Court of Norfolk. Reversed.

The appellants claim this sum must have been charged against the \$10,000 appropriated by the act of 1888, unless by the act of 1889 referred to. They said that October 1, 1897, the books of the Auditor contained no money dedicated to other purposes to wipe out this overdraft. The Auditor refused to honor drafts for \$97.65 and used money from fertilizer tax fund to wipe out the overdraft. The court holds that every action of law which may have been taken to extend for the payment of the Treasury any sum for the salaries and expenditures of the Board of Agriculture are repealed, either in express terms or by implication. The judgment of the Circuit Court is reversed in the petition dismissed.

**BURRUS INSURANCE CASE.**

Burrus vs. National Life Association, from the Law and Equity Court of Norfolk. Affirmed.

Opinion by Judge Harrison.

The appellants say the plea puts in issue the bona fides of the claim of insurance by the agent, that the answers made by the agent to the agent's questions were absolutely untrue; that the questions were made for the purpose of mislead and deceiving the agent, and that the agent did deceiving and mislead it. The court held that this plea was fully explained by the fact and understood by the agent, and that the company was not deceived, as the agent knew the statements were untrue, and that the company is entitled to rely on the same as avoiding the policy. The court held that such knowledge was not brought to the beneficiary, and suggested that a beneficiary should have his Burru's policy insured. The beneficiary replied that the health of Burrus was not good, and a company would run a risk on his life. The agent said that made no difference, as his company accepted risks declined by other companies. The court held that this reply was fully explained by the fact and understood by the agent, and that the company was not deceived, as the agent knew the statements were untrue, and that the company is entitled to rely on the same as avoiding the policy. The court held that the statement made by the agent regarding the health of Burrus was not true, and that the agent had taken this policy for his own benefit that his estate could recover it in the face of the gross fraud shown to have been perpetrated by him in procuring it. There is nothing in the circumstances of the case to place the beneficiary in any better position. The judgment of the Norfolk court is affirmed.

**CANNON WINS HIS CASE.**

Cannon et al. vs. the Commonwealth. From the Corporation Court of Norfolk. Opinion by Judge Cardwell. Reversed.

Joseph P. Cannon was convicted of conspiracy to ruin the character of his young wife. He was sentenced to one year in jail, and to pay a fine of \$1,000. He was sentenced to pay an amount to his father, which Cannon, became surety in the sum of \$5,000. Cannon forfeited his bond, and is still a fugitive from justice. Cannon was entered against the elder. Cannon's son offered a plea of infancy and his father a plea in bar. An appeal was taken, and the Supreme Court reverses the lower court. It is held that the Commonwealth does not show that its condition is an infraction of an act for which an offense is to any charge of a criminal offense. The opinion says: "The condition could not have been drawn in more gen-

tly than to give it any definite meaning, or to oblige the cognizors to do."

**MR. GALTIER LOSES HIS CASE.**

Galtier vs. Breeze & Sons, Law and Equity Court of Richmond. Affirmed.

Opinion by Judge Buchanan.

The defendant went to the offices of the Mutual Life Insurance Company of New York, located in this city, for the purpose of surrendering his life insurance policy for its cash value. Ferdinand Weher, an agent of the company, induced him to take a new form of policy instead, telling him he could retain the cash surrendered in his old policy. Defendant took the new policy, and the cash surrender value of the old was retained by the Insurance Company. The Law and Equity Court of Richmond held that the plaintiff could not recover. The Supreme Court sustains the lower court, holding that Weher had no authority to bind the Insurance Company to pay the cash surrender value in the old policy, and that his language did not show that he intended to agree that his company would pay him the cash value of the new policy. The medical authorities in the world have lately commented them.

They possess marvelous power to vitalize, develop, restore, and sustain.

They can stop drops that sap the energy.

They cure all effects of early evil habits, excesses, overwork.

They give full strength, development, and tone to every power and organ of the body.

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A medically effective appliance and a month's course of restorative remedies sent trial price, \$1.00.

For sealed information.

NO C.O. scheme, no deception.

A clean business proposition by a company of high financial and professional standing. Write for sealed information.

PRINCIPAL.

Balanced in the State Bank of Virginia, December 31, 1898.

Receipts and disbursements on account of the income of the fund for the year 1898.

RECEIPTS-1897.

January 4.-Interest for six months to January 1, 1898, on \$22,630, 2 per cent. registered bonds, issued under act of February 29, 1896, on ditto. 3,531.00

July 1-Ditto to July 1, 1897, on ditto. 3,531.00

January 4-Interest for six months to January 1, 1898, on \$2,000 Richmond city 8 per cent. registered bonds. 89.00

July 3-Ditto to July 1, 1898, on ditto. 89.00

January 8-Interest for six months to January 1, 1898, on \$7,000 Lynchburg city 6 per cent. registered bonds. 23.10

July 3-Ditto to July 1, 1898, on ditto. 23.10

January 7-Debt due for six months to January 1, 1898, on 45 shares (\$41,000) of Bank of Kentucky stock, 4 per cent. 1,640.00

July 8-Ditto to July 1, 1898, on ditto. 1,640.00

128.88

7.02

\$1,370.24

70,831.14

239.19

359.07

713.35

12.35

51,870.24

12.35

51,870.24

12.35

51,870.24

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